

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ALTAGRACIA J. PEGUERO,

Plaintiff,

v.

AMERICAN EXPRESS COMPANY, INC.,

Defendant.

Civil Action No. 05-10995-
RCL

AMERICAN EXPRESS COMPANY, INC.,

Crossclaim-Plaintiff,

v.

FEDERAL INSURANCE COMPANY and
THE SKLOVER GROUP, Inc.,

Crossclaim-Defendants,

THE PARTIES' JOINT STATEMENT

The parties in this action, by their attorneys, hereby submit a Joint Statement in accordance with the provisions of Fed.R.Civ.P. 16(b) and Local Rule 16.1. The Court has scheduled an Initial Scheduling Conference on Thursday, September 21, 2005.

I. Statement Of The Case

This case as originally brought by Plaintiff Altagracia Peguero alleged that American Express Company ("American Express"), The Sklover Group, Inc. ("Sklover") and Federal Insurance Company ("Federal") advertised and marketed a

disability insurance policy in an unfair and deceptive manner. Plaintiff has since settled her claims with Defendant Sklover and Defendant Federal. An appropriate stipulation of dismissal as to Plaintiff's claims against Federal will be filed with the Court on or before the date of the Initial Scheduling Conference. Plaintiff alleges she was falsely led to believe that she would be paid \$1.5 Million in the event she became totally disabled from work. The Plaintiff, a dentist trained in the Dominican Republic working as a dental hygienist in Massachusetts, further alleges that after purchasing the policy, she became totally disabled from work when she lost her arm in an automobile accident and is entitled not to the \$500.00 that she was offered under the insurance policy, but to the \$1.5 Million she expected.

The Plaintiff's First Amended Complaint contains causes of action for fraud/deceit, violation of M.G.L.c.175, §110E, violation of M.G.L.c.93A, §§2 and 9, breach of contract, and promissory estoppel.

Defendant American Express has filed an answer denying Plaintiff's allegations and asserting numerous affirmative defenses as well as cross-claims against both The Sklover Group, Inc. and Federal Insurance Company for indemnification and

contribution.

II. Obligation of Counsel to Confer

Plaintiff, Defendant American Express, and Crossclaim-Defendants Federal and Sklover have conferred with respect to the following: (i) the voluntary exchange of relevant information and documents; (ii) the identification of facts and/or legal issues in dispute; (iii) the nature of discovery contemplated by each party; and (iv) the possibility of settlement and/or alternative dispute resolution upon the completion of discovery. Crossclaim-Defendant Federal does not believe discovery is appropriate as to it and is considering motion practice directed to the cross-claims asserted by American Express. The parties will continue to confer with respect to discovery issues relating to the cross-claims.

III. Local Rule 16.1(D)(3) Certification

Each party will independently file with the Court the Certification required by Local Rule 16.1(D)(3).

IV. Proposed Discovery Plan

Pursuant to Fed.R.Civ.P. 16(b), the parties propose the following discovery plan:

- A. The parties will serve all written discovery requests by January 15, 2006;

- B. Pursuant to Fed.R.Civ.P. 12-15, the parties will file all motions, amendments and supplements to the pleadings, including all motions to add additional parties by February 15, 2006;
- C. The parties will complete all factual depositions by June 15, 2006;
- D. The Plaintiffs will designate their trial experts and disclose the information set forth in Fed.R.Civ.P. 26(b)(4)(A)(i) by June 15, 2006 and the Defendants will do so by July 15, 2006;
- E. The parties will file all dispositive motions, including all motions for summary judgment, by August 15, 2006;
- F. The parties will complete all non-expert and expert discovery, including expert depositions, by September 15, 2006;
- G. The parties will thereafter attend a final pretrial conference to be scheduled by the Court and be prepared to commence trial on the date of said conference.

THE PLAINTIFF,
ALTAGRACIA J. PEGUERO

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Dated: September 14, 2005

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CERTIFICATE OF SERVICE

I, John F. Farraher, Jr., hereby certify that on this date, September 14, 2005, I caused to be served the foregoing document, by electronic notice, upon the following counsel of record:

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